

MEMORANDUM OF UNDERSTANDING REGARDING
HEALTHCARE FACILITY ACCESS TO HOSPITAL HUB™

(“Healthcare Facility Official”) acting on behalf

(Name & Title of Healthcare Facility Official)

(“Healthcare Facility”)

(Name of Healthcare Facility)

enters this Memorandum of Understanding (“MOU”) with the Maryland Institute for Emergency Medical Services Systems (“MIEMSS”), an independent Maryland State agency, and agrees as follows in consideration for MIEMSS providing access to the HOSPITAL HUB™ as set forth below:

1. MIEMSS is responsible for coordinating Maryland Emergency Medical Services under Education Article § 14-506.
2. In accordance with COMAR 30.03.04.04, MIEMSS obtains emergency medical service (EMS) data from EMS clinicians providing prehospital care via the electronic Maryland EMS Data System (eMEDS®) for the purposes of public health oversight activities including evaluating and seeking to improve the quality of health care provided by EMS clinicians and designated trauma and specialty centers.
3. eMEDS® collects data in an electronic Patient Care Report (ePCR) containing patient demographics, and the patient's prehospital care and condition as reported by the EMS clinician, or clinicians, rendering prehospital care.
4. The eMEDS® HOSPITAL HUB™ is a browser-based application product licensed by MIEMSS permitting Healthcare Facility to access eMEDS® ePCRs for patients transported to their facility. ePCRs become available for access through the HOSPITAL HUB upon posting by the EMS clinician to eMEDS®.
5. Patient Care Reports are medical records protected by the Maryland Confidentiality of Medical Records Act, Health General Article § 4-301, Md. Code, et seq. That law prohibits disclosure of medical records except as specifically provided therein and provides substantial civil as well as criminal penalties for violation of its provisions. The Maryland Confidentiality of Medical Records Act also prohibits redisclosure of medical records. An individual authorized to see a medical record is prohibited from disclosing it to anyone not authorized to see the record.
6. In addition to the Maryland Confidentiality of Medical Records Act, the federal Health Insurance Portability and Accountability Act (HIPAA) and regulations issued under HIPAA prohibit the disclosure of Protected Health Information as provided therein by a covered entity as defined in those regulations. In addition, the federal Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT) places additional obligations on business associates of covered entities. HIPAA, the HITECH Act and regulations promulgated under those statutes are referred collectively herein as “HIPAA”.
7. Healthcare Facility provides medical services to the citizens of Maryland transported to Healthcare Facility by Maryland EMS clinicians. Healthcare Facility is a covered entity under HIPAA.

8. Providing the eMEDS® ePCR and HOSPITAL HUB™ access to Healthcare Facility under the terms set forth herein will assist MIEMSS in coordinating, evaluating and improving emergency medical services provided in Maryland, and will assist Healthcare Facility in providing patient care and in providing data required by MIEMSS for public health oversight purposes.
9. MIEMSS shall provide Healthcare Facility password protected access to HOSPITAL HUB™ for patients transported to Healthcare Facility by EMS clinicians who report data to MIEMSS via eMEDS®. Healthcare Facility agrees all MIEMSS supplied passwords supplied to individuals shall be kept confidential and not used by or revealed to any other person. Healthcare Facility personnel shall only access ePCRs for patients transported to Healthcare Facility by EMS clinicians.
10. To request a Healthcare Facility employee become an authorized user of the HOSPITAL HUB™, the employee shall complete, in it's entirety, and submit to MIEMSS a *Healthcare Facility Access to eMEDS® Reports Request for Password Form*.
11. All email addresses supplied for individuals authorized by Healthcare Facility to access HOSPITAL HUB™ under this MOU shall be the individual's Healthcare Facility email address. Requests for Passwords with personal e-mails (yahoo.com, Hotmail.com, gmail.com, etc...) shall not be accepted and will not obtain a password from MIEMSS.
12. When an individual authorized by Healthcare Facility to access HOSPITAL HUB™ under this MOU is no longer authorized, Healthcare Facility shall immediately notify MIEMSS which shall then terminate such access.
13. MIEMSS shall, quarterly, create and distribute a list of authorized users to Healthcare Facility's primary and secondary contact to confirm those authorized to continue use of the HUB.
14. Healthcare Facility agrees to access MIEMSS eMEDS® ePCRs as provided herein solely for treatment, payment, and healthcare operations as allowed by HIPAA and the HITECH ACT.
15. Healthcare Facility understands that willful and knowing disclosure of information deemed confidential by law could result in criminal penalties and in civil liability to Healthcare Facility and to Healthcare Facility personnel for actual and punitive damages.
16. The provisions of this MOU relating to confidentiality are continuing and shall continue despite termination of this MOU.
17. This MOU shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

18. Contact personnel for this MOU are:

a) Primary Contact - Healthcare Facility:

Name: _____
Title: _____
Address: _____

email: _____
landline: _____
cell phone: _____
Fax: _____

a) Secondary Contact - Healthcare Facility:

Name: _____
Title: _____
Address: _____

email: _____
landline: _____
cell phone: _____
Fax: _____

a) Primary Contact - MIEMSS:

Name: **Jason A. Cantera**
Title: EMS Applications Coordinator
Address: MIEMSS
653 W Pratt Street, Suite 421
Baltimore, MD 21201
email: jcantera@miemss.org
landline: 410.706.0868
cell phone: 443.750.2541

a) Secondary Contact - MIEMSS:

Name: **Aksa Nainan**
Title: Project Manager
Address: MIEMSS
653 W Pratt Street
Baltimore, MD 21201
email: anainan@miemss.org
landline: 410.706.3669

19. This MOU supersedes all prior agreements relating to HOSPITAL HUB™, constitutes the entire agreement between the parties regarding HOSPITAL HUB™, and may only be modified in a writing signed by both parties.
20. Either Party can terminate this MOU at any time following written notice to the other.
21. This MOU is effective on the date of final signature.

IN WITNESS WHEREOF, the parties by their authorized representatives execute this MOU.

MIEMSS:

Kelly Hammond
Chief Administrative Officer
The Maryland Institute for Emergency Medical Services Systems

Date Signed

Approved for legal form and
legality as to MIEMSS
this _____ day of _____, 20____.

W. Adam Malizio
Assistant Attorney General

HEATHCARE FACILITY

Healthcare Facility Official's Signature

Date Signed

Healthcare Facility Official's Printed Name & Title